

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between ELLIOT KREIFF, Jr. ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

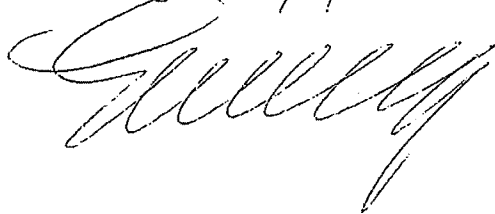
[Consultant]

WALDMAN PUBLISHING CORPORATION

ELLIOT KRELOFF

Printed Name:

Date Signed: 2/11/07



Anne Waldman Guber, Pres

By: Anne Waldman Guber

Title: President

Date Signed: 2/15/07

Exhibit A

Purchase of cover designs for:

237s ILLUSTRATED ABCs

237-1 Nature: An Illustrated ABC

237-2 Things That Go: An Illustrated ABC

237-3 Dinosaurs: An Illustrated ABC

237-4 The Animal Kingdom: An Illustrated ABC

STATEMENT 4-9-008

(400) 7-0916
DON SECREASE
702C LOFTY POINT
BALLWIN, MO 63021
TEL 1-636-256-9529
FAX 1-636-227-6689

CLIENT Rochelle LARKIN
COMPANY WALDMAN PUBLISHING
570 7th AVE - Suite 800
NEW YORK, NY 10018
P.O. NUMBER:
JOB NUMBER:
DATE: 10-28-99

2

DIBOSAUR FUN PAD COVERS.

\$300

EA.

\$600⁰⁰

6887-1, -2

KEY CAAug

TOTAL

\$600⁰⁰

PLEASE RETURN
ORIGINAL ART TO ARTIST



10-4025
STATEMENT 4-9-107

DON SECREASE
702C LOFTY POINT
BALLWIN, MO 63021
TEL 1-636-256-9529
FAX 1-636-227-6689

CLIENT Rochelle L. / Jenni M.
COMPANY WALDMAN Publishing
 570 7th Ave. suite 800
 New York, NY 10018
P.O. NUMBER:
JOB NUMBER:
DATE: 2/15/01

126	pgs	KIDS SPORTS COLORING BOOK PAGES. pencils/inks	\$30 ^{per} pg	\$3780 ⁰⁰
126	pgs	SCANNING PAGES. TIFF Files.	\$2 ⁰⁰ EA. per SCAN	\$252 ⁰⁰
TOTAL				\$4032⁰⁰

93-1

KEY 1A

Ang



#15909

3/3/01

222
222
eliza gatewood warren

July 31, 1997

Waldman Publishing Corporation
310 Madison Avenue
New York, NY

FOR WRITING ADAPTATION OF ALICE'S ADVENTURES IN WONDERLAND.....\$2,200.00

G224-50
RE SC
CK *avg*

#11238
8/13/97

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: ANIMALS

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

Kathy Wilburn

Date: November 7, 2003

Printed
Name:

Kathy Wilburn

Exhibit A Animals art

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: C205 panda drawings

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

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ACKNOWLEDGED AND AGREED

By: Kathy Wilburn

Date: November 7, 2003

Printed Name: Kathy Wilburn

Exhibit A C205 panda drawings

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: ABC

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

Kathy Wilburn

Date: November 7, 2003

Printed
Name:

Kathy Wilburn

Exhibit A ABC art

FROM : WINCHESTER DESIGN GROUP

FAX NO : 518 989-6239

Mar. 05 2004 10:58AM P3

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: PULL-TAB BOOKS

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications.

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:

Date: March 1, 2004

Printed

Name:

LINDA WINCHESTER

FROM : WINCHESTER DESIGN GROUP

FAX NO. : 518 989-6239

Mar. 05 2004 10:59AM P4

Exhibit A

SHAPES

1-2-3

ANIMALS

FIRST WORDS

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Baby Panda, Baby Giraffe, Baby Penguin and Baby Toucan

I, Linda Waldman, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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ACKNOWLEDGED AND AGREED

By: Linda Winchester Date: 12-15-05

Printed
Name: LINDA WINCHESTER

Exhibit A

Preparation of covers and interior illustration for four EVA books:
Baby Panda, Baby Giraffe, Baby Penguin and Baby Toucan.

WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

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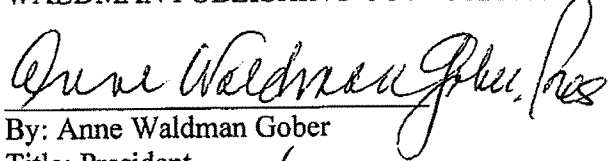
[Consultant]



Printed Name: LINDA WINCHESTER

Date Signed: 10-2-06

WALDMAN PUBLISHING CORPORATION



By: Anne Waldman Guber

Title: President

Date Signed: 10/10/06

Exhibit A

Purchase of digital interior and cover art for: 245 MY FLUFFY BUNNY